



Addendum To Deployment and Equipment Agreement

Meridian Rapid Defense Group LLC ("MERIDIAN"), a Delaware Limited Liability Company and registered in the State of California, has agreed to contract with the City of Upland, California ("CITY"), whereby MERIDIAN will supply to the CITY certified deployments, equipment, and related services pursuant to a rental and leasing arrangement, all as set forth in a proposed Certified Deployment Services and Equipment Agreement (the "Agreement.") That Agreement is currently in the process of being accepted and approved by the CITY. That Agreement is focused upon providing the services to the CITY specifically directed to forthcoming events to be held in the CITY.

MERIDIAN and the CITY, in furtherance of the Agreement and taking into consideration the current process of finalizing that Agreement with approval of the CITY, do hereby concurrently and further agree to this Addendum to the Agreement and with said Addendum to serve for all purposes as an enforceable provision of the Agreement as if originally set forth therein.

NOW THEREFORE, it is agreed:

- A. **INDEMNIFICATION and HOLD HARMLESS:** MERIDIAN shall indemnify, protect, defend and hold CITY and CITY's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, lawsuits, judgments, or expenses arising out of or relating to a negligent act, negligent omission, or wrongful conduct that is sustained from or relate in any way to MERIDIAN's performance of its services pursuant to this Agreement.
- B. **GENERAL SERVICES to be PROVIDED by MERIDIAN:** MERIDIAN and the CITY agree that the services and equipment to be provided to the CITY by MERIDIAN for the various events as determined by the CITY may vary from event to event (hereinafter referred to as the "Events.") MERIDIAN and the CITY each agree to reasonably accommodate and implement a working arrangement for each Event to insure the efficient and appropriate delivery of services and equipment from MERIDIAN to the CITY. Therefore, MERIDIAN and the CITY hereby agree to an operational protocol whereby each will designate a representative to be responsible for implementation of each service and providing of all equipment for each Event, which process shall include the authorization of the Designated Representatives to agree to any necessary modifications or clarifications of the Agreement in the interest of fulfillment of all requirements for each Event, as follows:

The Designated Representatives listed below shall be authorized to act on behalf of the named party, be responsible for negotiations and contractual matters as required and appropriate for each Event, and coordinate with each other to perform

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the services under this Agreement. Additionally, MERIDIAN's services shall be performed or immediately supervised by MERIDIAN's Designated Representative.

CITY of UPLAND

Designated Representative:

Name: City of Upland

Title: City Manager

Direct Phone: 951-4186

Email: citymanager@uplandca.gov

Mailing Address if different from above:

MERIDIAN Rapid Defense Group LLC

Designated Representative:

Name: Eric Arms

Title: President

Direct Phone: 626 400 9811

Email: earms@meridian-barricade.com

Mailing Address if different from above:

Further, with respect to the management and provision of the services and equipment to be deployed to the CITY for each Event, both Parties acknowledge that the purpose and intent of the Agreement may in various respects be consistent with long-term, readily modifiable and extendable General Service Agreements as utilized within the State of California by numerous city, county and other California governmental organizations.

Therefore, following the implementation of the Agreement and the provision of services and equipment to Events, the Parties through their respective Designated Representatives may seek further modifications of the contractual relationship between the Parties to effectuate a General Services Agreement.

C. AUTOMOBILE LIABILITY:

(i) At all times during the performance of the work under this Agreement, the MERIDIAN shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

D. WORKER COMPENSATION/EMPLOYER'S LIABILITY:

(i) MERIDIAN certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation



or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing work under this Agreement.

(ii) To the extent MERIDIAN has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, MERIDIAN shall maintain full compensation insurance for all persons employed directly to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

E. SERVICES AND EQUIPMENT PRICING CONFIRMED AND AGREED:

MERIDIAN Standard Equipment and Services List	
Archer 1200 Barrier	
Archer Field Tow Bar	
Archer Hauler	
Archer 4 Ft. Arrestor Cables	
Archer 10 Ft. Arrestor Cables	
Archer Cable Ramp	
Archer Beam Gate	
Archer Wayfinding Frames	
Archer Traffic Management Signs	
MERIDIAN Drop Deck Trailer	
MERIDIAN Trucks	
Vehicle Safety Mitigation Plans	
After Action Reports	
MERIDIAN's Certified Field Specialists	
Trailer Kits of 8-9 Archer Barriers and Accessories	

1. Archer 1200 barrier rental
 - Daily per barrier \$50
 - Daily for a week per barrier \$25 or \$175 per week
 - Daily for a month per barrier \$20 or \$150 weekly and \$600 per month
2. Archer Field Tow bar (No charge if rented with barriers)
 - Daily \$12 per tow bar
 - Daily for a week per tow bar \$10 or \$70 per week
 - Daily for a month per two bar \$8 or \$60 weekly and \$240 per month



3. Archer Hauler (No charge if rented with barriers)
 - Daily per Hauler \$15
 - Daily for a week per Hauler \$12 or weekly \$84
 - Daily for a month per Hauler \$10 or \$75 per week and \$300 per month
4. 4 Foot arrestor cable (No charge if rented with barriers)
 - Daily per arrestor cables \$5
 - Daily for a week per arrestor cable \$4 or \$28 per week
 - Daily for a month per arrestor cable \$3 or \$22.50 per week or \$90 per month
5. 10-foot arrestor cable (No charge if rented with barriers)
 - Daily per arrestor cable \$7
 - Daily for a week per arrestor cable \$5 or \$35 per week
 - Daily for a month per arrestor cable \$4 or \$30 per week or \$120 per month
6. Archer Cable ramp
 - Daily per cover \$5
 - Daily for a week per cover \$4 or \$28 per week
 - Daily for a month per cover \$3 or \$22.50 per week or \$90 per month
7. Archer beam Gate
 - Daily \$1,995
 - Weekly \$1,295
 - Monthly \$5,995
8. Archer Wayfinding signs (All in sets of 4)
 - Daily \$20 for a pack of 4
 - Daily for a week of a pack of 4 \$10 per day or \$70 per week
 - Daily for a month of a pack of 4 is \$8 or \$80 per week and \$240 per month
9. Archer Traffic management signs (All in sets of 4)
 - Daily \$8 for a pack of 4
 - Daily \$6 for a pack of 4 weekly \$42
 - Daily \$4 for a pack of 4 for a week \$30 or \$120 a month
10. Archer Drop Deck Trailer
 - Daily \$150
 - Weekly \$350
 - Monthly \$900
11. Meridian Trucks
 - Daily \$75 plus insurance
 - Weekly \$450
 - Monthly \$995
12. Vehicle Safety Mitigation Plans
 - 1-12 \$250 each
 - 13 -24 \$125 each
 - 24 + \$100 each
13. After Action Reports
 - 1-12 \$60 each
 - 13-24 \$50 each
 - 24 + \$40 each
14. Meridian Certified Field Specialist (4 hour Minimum)
 - \$45 per hour

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15. Meridian Trailer kit of barriers 8-9

- Delivery, stage and set up \$500 (for 12 plus events)
- Pick up clean \$500 (for 12 plus events)
- Deliver, stage and set up \$750 (for 1-11 events)
- Pick up and clean \$750 (for 1-11 events)

MERIDIAN Rapid Defense Group LLC

By: _____

Signature: _____

Title: _____

Date: _____

City of Upland

By: _____

Signature: _____

Title: _____

Date: _____